

E A S E M E N T

KAISER GYPSUM COMPANY, a California corporation, Grantor, for and in consideration of One Dollar (\$1.00), the receipt and sufficiency of which is hereby acknowledged, hereby quitclaims to KAISER GYPSUM COMPANY, INC., a Washington corporation, Grantee, and to its successors, assigns, licensees, and permittees, all its right, title and interest in and to a non-exclusive easement over, across and upon the whole of a certain triangular strip of land situated in the City of Seattle, County of King, State of Washington, and being a portion of Government Lots 3 and 4 in Section 19, Township 24 North, Range 4 East W.M., described as follows:

Beginning at the intersection of the South line of West Fidalgo Street, as said street was heretofore condemned in King County Superior Court Cause No. 178890 under Ordinance No. 46352 of the City of Seattle, with the Westerly line of East Marginal Way as now established; thence South $19^{\circ} 36' 23''$ East along said Way line 260 feet to the true point of beginning; thence continuing along said Way line 40 feet; thence South $70^{\circ} 23' 37''$ West 20 feet; thence in a Northerly direction and in a straight line to the true point of beginning containing approximately .0091 acre of land.

for general right of way purposes and to provide ingress to and egress from any real estate now or hereafter owned by Grantee, or its successors or assigns, to the South of said easement strip and right of way and West of East Marginal Way, together with the right to locate, relocate, construct, build, maintain, repair and replace over, across and upon said right of way a spur railroad track or tracks and automotive roadway or roadways, together with such underground control equipment reasonably necessary in connection therewith.

This easement is granted upon the following terms and conditions:

1. The terms and conditions contained in that certain easement from Northwestern Glass Company to Henry J. Kaiser Company, dated September 12, 1951, and recorded at page 300 of Volume 3082 of Deeds, King County, Washington, on September 14, 1951.

2. Grantee, its successors, assigns, licensees, and permittees agree to hold Grantor harmless against any liability that may result from the construction, maintenance, or use by Grantee, its successors, assigns, licensees, or permittees, of the railroad tracks and automotive railways provided for herein.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed by its officers thereunto duly authorized and to be attested by its corporate seal as of the first day of December, 1952.

KAISER GYPSUM COMPANY

By CARL R. OLSON
Vice President

By WILLIAM MARKS
Secretary

STATE OF CALIFORNIA)
 : ss.
COUNTY OF ALAMEDA)

On this 16th day of November, 1953, before me the undersigned, a Notary Public in and for the State of California, duly commissioned and sworn, personally appeared CARL R. OLSON and WILLIAM MARKS to me known to be the Vice President and Secretary, respectively, of KAISER GYPSUM COMPANY, the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute the said instrument and and that the seal affixed is the corporate seal of said corporation.

Witness my hand and official seal hereto affixed the day and year in this certificate above written.

Mildred L. Collins (SEAL)

Notary Public in and for the State of
California, County of Alameda

My Commission expires Aug. 25, 1957